



AGENDA ITEM NO.

COUNCIL MEETINGAPPROVED BYDEPARTMENT DIRECTOR

CITY MANAGER

January 23, 2007

FROM: JON R. RUIZ, Interim Public Works Director  
Public Works Department

BY: SCOTT L. MOZIER, PE, Assistant Public Works Director  
Public Works Department, Engineering Services

SUBJECT: APPROVE A RESOLUTION APPROVING AN AGREEMENT WITH THE FRESNO METROPOLITAN FLOOD CONTROL DISTRICT FOR THE DESIGN OF A NON-MASTER PLAN PIPELINE TO PROVIDE STORM WATER DRAINAGE FOR THE HUGHES AND FLORADORA INTERSECTION AND AUTHORIZING THE PUBLIC WORKS DIRECTOR OR HIS DESIGNEE TO SIGN THE AGREEMENT ON BEHALF OF THE CITY OF FRESNO

## KEY RESULT AREA

Public Safety

## RECOMMENDATION

Approve a resolution approving an agreement with the Fresno Metropolitan Flood Control District (FMFCD) for the design of a non-master plan pipeline to provide storm water drainage for the Hughes and Floradora intersection and authorizing the Public Works Director or his designee to sign all related documents on behalf of the City of Fresno.

## EXECUTIVE SUMMARY

The intersection of Hughes and Floradora Avenues floods, in varying degrees, each time it rains. In response to this problem, the Street Maintenance Division must send men and equipment to pump the water away, a costly rainy season maintenance obligation.

The City and FMFCD have determined that construction of a short section of 10" pipeline from the Hughes-Floradora intersection to nearby Basin "XX" would provide an interim remedy at a minimal cost. Since the FMFCD master plan does not designate Basin "XX" as the final collection point for the storm water that pools at Hughes and Floradora, the pipeline is designated non-master plan and will be maintained by the City until FMFCD master plan pipelines are constructed to drain the intersection. The pipeline maintenance will be minimal in comparison to the pumping costs.

The FMFCD has consented to design the pipeline for the City, if the City will construct the pipeline. The attached agreement spells out the obligations of each of the parties to the agreement.

Report to the City Council

Approve a Resolution Approving an Agreement with the FMFCD  
Storm Water Drainage for the Hughes and Floradora Intersection  
January 23, 2007

Page 2

The only drawback to the pipeline project is the slight potential that Basin "XX" may be filled to capacity by a series of intense storms resulting in a situation where basin water would actually reverse direction and flood the intersection instead of draining it. To prevent this from happening, the FMFCD will be installing a valve on the pipeline that they can manually control when conditions warrant. Discussion with FMFCD staff has revealed that Basin "XX" has excellent percolation and as a result the basin has performed superbly for the last two above normal rainfall years. Additionally, Basin "XX" has been provided with a pump and de-watering pipeline which can move collected water to another down stream basin.

In the remote chance Basin "XX" should ever approach capacity, the FMFCD could close the valve, thereby preventing water from entering or exiting the basin. This would cause storm water to pond at the intersection which is no different from what is currently occurring with each rainstorm.

#### **KEY OBJECTIVE BALANCE**

By partnering with the FMFCD, the City will be removing a potential public safety issue and nuisance storm water ponding problem that currently exists at the intersection of Hughes and Floradora Avenues.

#### **BACKGROUND**

As noted above, the Hughes and Floradora intersection is subject to flooding every time the area experiences a rainstorm. This may occur as many as twenty-five (25) times during a typical rainy season. Each time the intersection floods, the Street Maintenance Division must dispatch men and equipment to the intersection to de-water the area. This has become a costly obligation which siphons funds away from other necessary street maintenance obligations.

#### **FISCAL IMPACT**

Entering into this agreement with the FMFCD will not increase the City's General Fund support to the Street Maintenance Division as all funding needed to construct the pipeline will come from funds already budgeted in the Public Works Department's FY2007 budget.

JRR/MTK/CJK/eam

Apprv Reso Apprv Agmt FMFCD Drainage Hughes -Floradora 1-23-07

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO  
(1) APPROVING AN AGREEMENT WITH THE FRESNO  
METROPOLITAN FLOOD CONTROL DISTRICT FOR THE  
DESIGN OF A NON-MASTER PLAN PIPELINE TO PROVIDE  
STORM WATER DRAINAGE FOR THE HUGHES AND  
FLORADORA INTERSECTION AND (2) AUTHORIZING THE  
PUBLIC WORKS DIRECTOR OR HIS DESIGNEE TO SIGN ALL  
RELATED DOCUMENTS ON BEHALF OF THE CITY OF FRESNO

WHEREAS, the Fresno Metropolitan Flood Control District (District) has adopted and bears responsibility for implementation of the Storm Drainage and Flood Control Master Plan for the Fresno County Stream Group Area; and,

WHEREAS, the City of Fresno (City) proposes the construction of a non-master plan pipeline to provide storm water drainage for the intersection of Hughes and Floradora Avenues; and,

WHEREAS; the City desires to have the District design the pipeline; and,

WHEREAS, the City will provide the funding to construct the pipeline; and,

WHEREAS, upon completion of pipeline construction, the City shall own the facilities and shall provide the maintenance, until its abandonment, at no cost to the District; and,

WHEREAS, the pipeline facilities will provide interim storm water drainage at the intersection of Hughes and Floradora Avenues, where none currently exists, until permanent storm drain facilities are constructed by the District; and,

WHEREAS, the proposed drainage inlet will be lower in elevation than the high water level for Basin "XX" which will decrease the storage capacity for Basin "XX" and might cause water, on rare occasions, to flow from Basin "XX" through the pipeline onto Floradora Avenue.

NOW, THEREFORE, IT IS RESOLVED BY THE COUNCIL OF THE CITY OF FRESNO AS FOLLOWS:

1. The City Council approves the Agreement with the Fresno Metropolitan Flood Control District for the design of a Non-master Plan City Pipeline, to provide storm water drainage for the intersection of Hughes and Floradora Avenues.

2. The City Council authorizes the Public Works Director or his designee to sign the Agreement and all related documents on behalf of the City of Fresno, subject to approval to form by the City Attorney's Office.

\*\*\*\*\*

STATE OF CALIFORNIA )  
COUNTY OF FRESNO ) SS.  
CITY OF FRESNO )

I REBECCA E. KLISCH, City Clerk of the City of Fresno, certify that the foregoing resolution was adopted by the Council of the City of Fresno, at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

AYES :  
NOES :  
ABSENT :  
ABSTAIN :

Mayor Approval: \_\_\_\_\_, 2007

Mayor Approval/No Return: \_\_\_\_\_, 2007

Mayor Veto: \_\_\_\_\_, 2007

Council Override Veto: \_\_\_\_\_, 2007

REBECCA E. KLISCH  
City Clerk

BY: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

JAMES C. SANCHEZ  
CITY ATTORNEY

BY:           *JS*            
Deputy

**AGREEMENT FOR THE DESIGN OF  
NON-MASTER PLAN CITY PIPELINE,  
HUGHES AND FLORADORA AVENUES**

WHEREAS, the Fresno Metropolitan Flood Control District, hereinafter referred to as the "District," has adopted and bears responsibility for implementation of the Storm Drainage and Flood Control Master Plan for the Fresno County Stream Group area; and,

WHEREAS, The City of Fresno, hereinafter referred to as the "City," proposes the construction of a non-Master Plan pipeline and appurtenances near Hughes and Floradora, hereinafter referred to as the "Project"; and

WHEREAS, the City desires to have the District design the Project; and,

WHEREAS, the City will provide the funding for the Project; and,

WHEREAS, upon completion of the Project, the City shall own the Project facilities and provide the maintenance, until their abandonment, at no cost to the District.

WHEREAS, the Project facilities will be lower in elevation than the highwater level for Basin "XX"; this could decrease the storage capacity for Basin "XX" and cause water to flow from Basin "XX" through out the Project facilities onto Floradora Avenue.

NOW THEREFORE, it is agreed as follows:

1. The District shall design the Project, as shown in Exhibit No. 1 (which is incorporated by reference herein) in accordance with City and District Standard Plans and Specifications, at no cost to the City.

2. The City shall have the right to review and approve or disapprove the plans pertaining to the Project, said plans hereinafter referred to as the "Project Plans." The District's approval of the Project Plans shall not be deemed final and complete until the City gives its final written approval thereof.

3. The City shall, at its sole cost and expense, cause the construction of the Project pursuant to the approved plans therefor. The District shall have the right to inspect the construction prior to its completion and require that such construction is performed in accordance with the approved plans and specifications therefor and the District's applicable standard specifications.

4. In its sole discretion, the District shall have the right, not the obligation, to operate the valve that separates Basin "XX" and the Project facilities, thereby precluding water from flowing to or from Basin "XX".

5. Upon completion, approval by the District and final acceptance of the Project by the City, the Project facilities shall remain the property of the City for maintenance. The City shall maintain all Project facilities until their abandonment.

6. Within 60 days after completion and final acceptance of the Project by the District, the City shall provide the District with one 24" by 36" set of reproducible as-built drawings.

7. When Master Plan Facilities are constructed that will provide storm drainage service to the area served by the Project facilities, the District shall provide the City written notice requesting abandonment of the Project facilities. Within 90 days of receipt of such notice, City shall at its sole cost and expense abandon the Project as requested by the District.

8. District shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the City, District or any other person, and from any and all claims, demands and actions in law or equity

(including attorney's fees and litigation expenses), arising or alleged to have arisen from the negligent or intentional acts, omissions or willful misconduct of District, or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement.

City shall indemnify, hold harmless and defend District and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, District or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen from the negligent or intentional acts, omissions or willful misconduct of City or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement.

In the event of concurrent negligence on the part of the District or any of its officers, officials, employees, agents or volunteers, and City or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

This section shall survive termination or expiration of this Agreement.

It is understood and agreed that the District and City maintain insurance policies or self-insurance programs to fund their respective liabilities. The parties agree that such respective programs or policy coverage for Workers' Compensation shall contain a waiver of subrogation as to the other party and each of its officers, officials, agents, employees and volunteers. Evidence


of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed  
this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Approved as to Form:

CITY ATTORNEY, City of Fresno

City of Fresno  
A Municipal Corporation

By: \_\_\_\_\_ 

BAKER, MANOCK & JENSEN

By: \_\_\_\_\_  
"City"

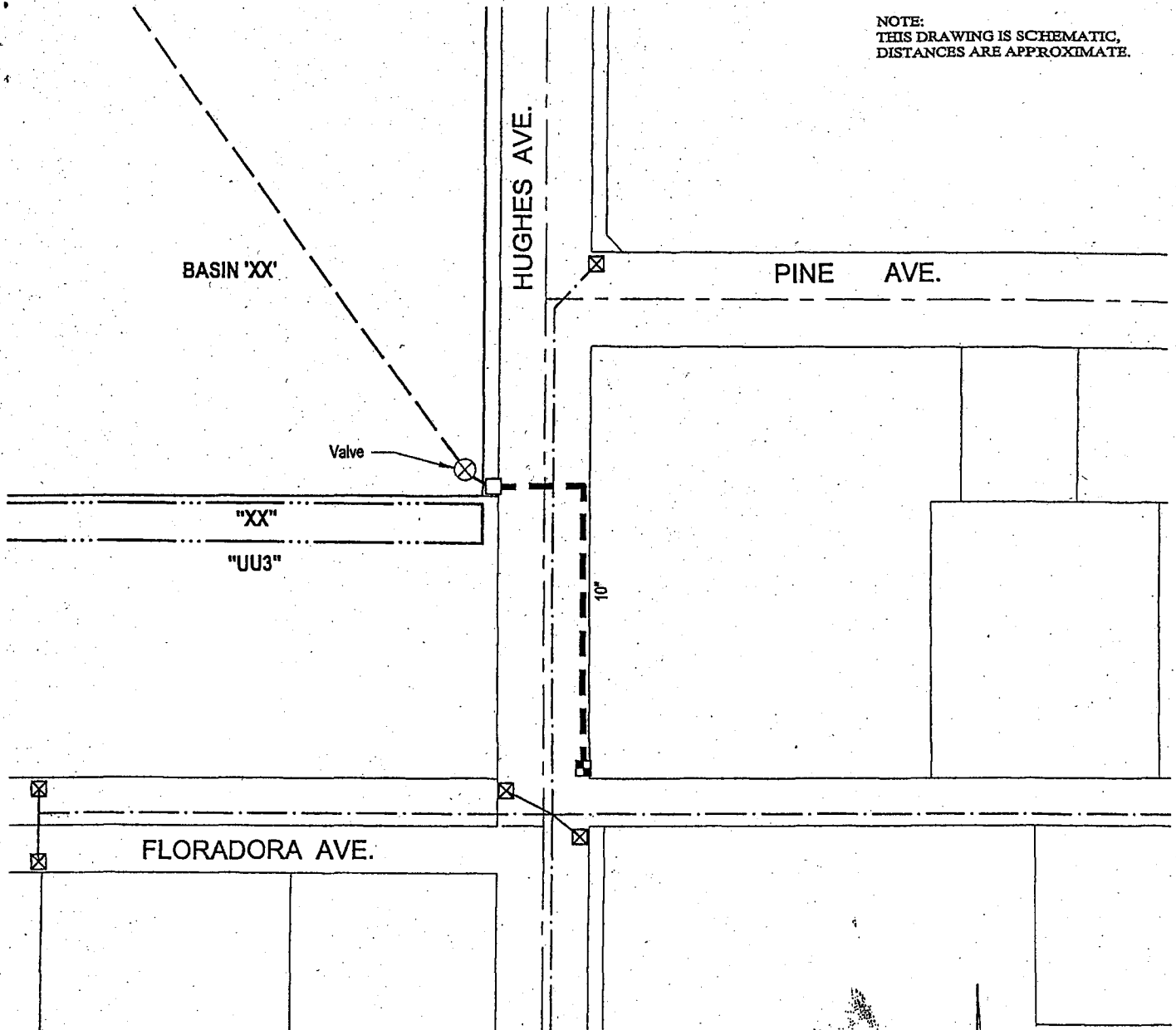
FRESNO METROPOLITAN FLOOD  
CONTROL DISTRICT

By: \_\_\_\_\_  
Attorneys for the  
FRESNO METROPOLITAN  
FLOOD CONTROL DISTRICT





By: \_\_\_\_\_  
Bob Van Wyk  
General Manager-Secretary  
"District"



NOTE:  
THIS DRAWING IS SCHEMATIC,  
DISTANCES ARE APPROXIMATE.



## LEGEND

-  Project Facilities
-  Existing Facilities
-  Future Master Plan Facilities
-  Drainage Area Boundary

SCALE = 1"=100'



**PROJECT FACILITIES**  
DRAINAGE AREA: "XX" & "UU3"



EXHIBIT NO. 1

FRESNO METROPOLITAN FLOOD CONTROL DISTRICT